

RESTRICTIVE COVENANT

OWNER Daniel L Peterson and Jill E Peterson
ADDRESS 1106 Savoy Street San Diego California 92107
CONSIDERATION Ten and No/100 Dollars (\$10 00) and other good and valuable consideration paid by the City of Austin to the Owner the receipt and sufficiency of which is acknowledged
PROPERTY Lot 27 M Y Subdivision a subdivision in the City of Austin Travis County Texas according to the map or plat of record in Plat Book 77, Page 143 of the Plat Records of Travis County Texas

WHEREAS the Owners of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions,

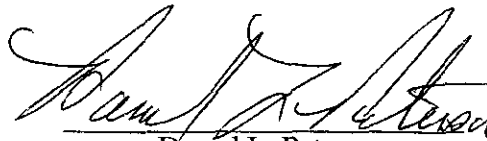
NOW THEREFORE it is declared that the Owners of the Property for the consideration shall hold sell and convey the Property subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant These covenants and restrictions shall run with the land and shall be binding on the Owners of the Property its successors and assigns

- 1 Owners agree to reserve 50 feet of right-of way from the center line of West Parmer Lane for future right of-way under Sections 25 6 51 through 25 6-54 in Chapter 25 6 of the City Code A building or structure may not be erected nor may improvements be made within the reserved right-of-way as determined by the Watershed Protection and Development Review Department except as otherwise authorized by the City of Austin
- 2 Except as otherwise provided in this covenant the regulations under Chapter 25 10 (*Sign Regulations*) of the City Code apply to the Property
 - a) A spotlight on a sign or exterior lighting of a sign shall be concealed from view and oriented away from adjacent properties and roadways
 - b) Internal lighting of a sign is prohibited except for the internal lighting of individual letters
 - c) The height of a new freestanding sign may not exceed 12 feet
- 3 If any person or entity shall violate or attempt to violate this agreement and covenant it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant to prevent the person or entity from such actions and to collect damages for such actions

- 4 If any part of this agreement or covenant is declared invalid by judgment or court order the same shall in no way affect any of the other provisions of this agreement and such remaining portion of this agreement shall remain in full effect
- 5 If at any time the City of Austin fails to enforce this agreement whether or not any violations of it are known such failure shall not constitute a waiver or estoppel of the right to enforce it
- 6 This agreement may be modified amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin and (b) by the owner(s) of the Property subject to the modification amendment or termination at the time of such modification amendment or termination

EXECUTED this the 21st day of July 2007

OWNERS


Daniel L. Peterson

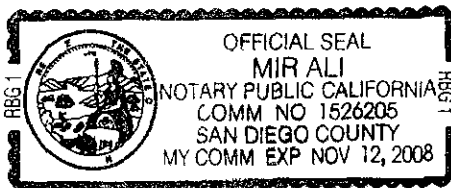

Jill E. Peterson


APPROVED AS TO FORM

Assistant City Attorney
City of Austin

THE STATE OF CA §
COUNTY OF SAN DIEGO §

This instrument was acknowledged before me on this the 21st day of July 2007 by Daniel L. Peterson




Notary Public State of CA

THE STATE OF CA §
COUNTY OF SAN DIEGO §

This instrument was acknowledged before me on this the 21st day of July
2007 by Jill E Peterson



[Handwritten Signature]

Notary Public State of CA

After Recording, Please Return to
City of Austin
Department of Law
P O Box 1088
Austin, Texas 78767
Attention Diana Minter, Paralegal